

Retirement Plan

Agent for Service of Legal Process

The agent for service of legal process is the Retirement Board, the joint Board of Trustees for the Retirement Plan. Service of legal process also may be made on each individual member of the Retirement Board.

Disability Initial Claims Committee

One member of the Disability Initial Claims Committee is appointed by the NFL Management Council, and the other member is appointed by the NFLPA.

Bank Trustee

BNY Mellon
One Mellon Center
19th Floor
Pittsburgh, PA 15258

Union

The National Football League Players Association
1133 20th Street, NW
Washington, DC 20036

Representative of the Employers

NFL Management Council
280 Park Ave.
New York, NY 10017

Employer Identification Number (EIN) Assigned to the Retirement Board

#13-6043636

Plan Number

001

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Plan Year

Records for the Retirement Plan are maintained on a *Plan Year* basis that begins on April 1 and ends on the following March 31. A *Plan Year* is identified by the calendar year in which it begins.

Plan Amendment or Termination

The Retirement Board intends to continue the Retirement Plan as described in this booklet indefinitely. Nevertheless, the voting members of the Retirement Board have the power, by majority vote, to terminate or generally amend the Retirement Plan at any time, subject to certain limitations stated in the Retirement Plan document, and subject to the provisions of the Collective Bargaining Agreement. The NFLPA and the NFL Management Council, when acting jointly, also have the power to generally amend or terminate the Retirement Plan. However, no amendment may reduce the value of any benefit already earned and otherwise payable under the Retirement Plan. The official Retirement Plan document contains more specific rules regarding amendment or termination of the Retirement Plan.

In the event of Retirement Plan termination, you will not earn any further benefits under the Retirement Plan. However, the benefits that you have already earned will become vested, that is, nonforfeitable, to the extent your benefits can be funded by the Retirement Plan assets allocated to such benefits. If there are not enough assets to pay for all the benefits described in the Retirement Plan after providing for the expenses of termination, the remaining assets will be allocated as required by law. If there are more than enough assets available to pay the expenses of termination and fund all of the benefits described in the Retirement Plan, the remaining surplus may be distributed to *Players* or their beneficiaries.

Plan Assets

The Retirement Plan's assets are held in trust by BNY Mellon, as trustee, and are invested at the direction of the Retirement Board and the independent investment managers appointed by the Retirement Board. No assets will be used for any purpose other than to pay benefits to *Players* (or their families, beneficiaries or *Dependents*), or to pay the costs of administering the Retirement Plan.

Assignment of Benefits

In general, you cannot transfer, assign or pledge your benefits under the Retirement Plan. Exceptions include a Qualified Domestic Relations Order and an IRS tax levy.

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Change of Address

Be sure to keep the Plan Office informed of your current address. A change of address card is included in this booklet.

How to Apply for Benefits

Please call or write to the Plan Office to request an application:

Bert Bell/Pete Rozelle NFL Player Retirement Plan
Attn: Retirement Board
200 St. Paul Street, Suite 2420
Baltimore, MD 21202-2040
800-638-3186

Receipt of Documents

All correspondence, including forms, elections, and other documents that must be submitted or filed with the Retirement Plan, are deemed received only if and when actually received by the Retirement Plan, and not when mailed or otherwise sent.

Designating a Representative

For all types of claims and administrative review of claim denials, you can designate a representative to act on your behalf by submitting a written authorization to the Plan Office. If you designate a representative to act on your behalf, unless you limit the scope of the representation in writing (or the representation is otherwise terminated), the decisions and other notices regarding your claim and/or administrative review of a claim denial will be sent to your representative, and your representative will be allowed to review and obtain copies of your Retirement Plan records and other relevant information.

Missing Payees

If a benefit is payable to a *Player* or beneficiary who cannot be found by the Plan Office, the entire benefit of, and amount payable to, that *Player* or beneficiary will be forfeited at the end of that *Plan Year*. If the *Player* or beneficiary subsequently provides accurate contact information to the Plan Office, the amount forfeited will be reinstated, and all amounts then due will be paid to such *Player* or beneficiary with interest at a reasonable rate.

Failure to Exhaust Administrative Remedies

If your initial claim for any type of Retirement Plan benefit (disability, retirement, or otherwise) is denied in whole or in part (including a deemed denial) and you fail to request, in a timely manner, review by

the Retirement Board of the denial under the Retirement Plan's review procedures described below, you will have failed to exhaust your administrative remedies. If you fail to exhaust your administrative remedies and later file a legal action in court on your denied benefit claim, the court may dismiss your claim.

Benefit Claim and Review Procedures Generally

The Retirement Plan provides two sets of procedures and timing rules for filing initial benefit claims and requesting administrative review (also called administrative appeals) of denied, or partially denied, claims to the Retirement Board. One set of procedures and rules applies to claims for disability benefits – both total and permanent and line-of-duty disability benefits. The other set of procedures and rules applies to all other benefit claims (for example, claims for retirement benefits). Each set of procedures and rules is described below in this booklet.

Benefit Claim and Review Procedures – Disability Benefits

This section describes the Plan's procedures for (1) initial claims for disability benefits (both total and permanent and line-of-duty) and (2) administrative review (also called administrative appeals) of denials, or partial denials, of claims for disability benefits.

Initial claims for disability benefits, including initial determinations on reexamination, are decided by the two members of the Retirement Plan's Disability Initial Claims Committee. In making these benefit determinations, the Disability Initial Claims Committee has absolute discretion and authority to interpret the Retirement Plan and to make factual determinations. The Disability Initial Claims Committee ordinarily will reach a decision on a benefit claim for disability benefits within 45 days after it is received, although in some cases the decision may be delayed for up to 2 additional 30-day extension periods. You will be notified in writing if the decision time is extended beyond the initial 45-day period or beyond the first 30-day extension period. If the extensions are necessary because the Disability Initial Claims Committee needs additional information from you to decide your claim, you will be given at least 45 days to provide the specified information, and any time periods during which the Disability Initial Claims Committee is waiting for you to provide the additional information do not count for purposes of computing the 30-day extension periods.

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If your claim for disability benefits is denied, in whole or in part, you will be provided a written notice of decision, which will set forth –

- the specific reasons for the denial,
- the specific Retirement Plan provisions on which the denial is based,
- a description of additional information necessary to perfect your claim and an explanation of why such additional material is necessary,
- an explanation of the Retirement Plan's appeal procedures for seeking review of denied or partially-denied claims, including your right to bring a civil action under ERISA if your claim is denied on review under the Retirement Plan's appeal procedures,
- any internal Retirement Plan rule, guideline, protocol, or other similar criterion relied upon in making the determination (or state that such information is available free of charge upon request), and
- if the determination was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your circumstances (or state that such explanation is available free of charge upon request).

If the Disability Initial Claims Committee fails to notify you of its decision regarding your claim within the time periods described above, you can elect to treat that failure to respond as a deemed denial of your initial claim, which you may appeal to the Retirement Board.

If you receive a notice of decision that is adverse to you in whole or in part on your initial claim for disability benefits that you want reviewed under the Retirement Plan's appeal procedures, you must request administrative review in writing to the Retirement Board at the Plan Office within 180 days of receiving the notice of decision on your claim. You also can request administrative review of a deemed denial of your claim.

During the administrative review process, upon request and free of charge, you can have reasonable access to (and copies of) all documents, records, and other information relevant to your claim for

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disability benefits, and you also can submit issues and comments in writing to the Retirement Board. In making its decision on review, the Retirement Board will take into account all available information, regardless of whether it was available or presented to the Disability Initial Claims Committee, and will afford no deference to the determination made by the Disability Initial Claims Committee. If your claim involves a medical judgment question, the health care professional consulted on review will not be the individual who was consulted during the initial determination or his subordinate. Upon request, the Retirement Board will identify the medical experts whose advice was obtained in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

The Retirement Board ordinarily will make a decision on your request for review at its next meeting, or at its second meeting following receipt of your request for review if your request is received less than 30 days before the next meeting. However, if special circumstances exist, such as the need to obtain further clarifying information, the review may be delayed but will be made by no later than the third Retirement Board meeting following receipt of your request for review. The Retirement Board will notify you in writing of its decision on review. If the decision on review is adverse to you in whole or in part, the decision on review will –

- set forth the specific reasons for the decision,
- provide specific references to the provisions of the Retirement Plan on which the adverse decision was based,
- state your right, upon request and free of charge, to have access to and copies of all documents, records, and other information relevant to your claim,
- state your right to bring a civil action under ERISA following an adverse decision on review,
- disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such information will be provided free of charge upon request), and
- if the determination was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the

Retirement Plan to your circumstances (or state that such explanation is available free of charge upon request).

Benefit Claim and Review Procedures – All Claims Other than Disability Claims

This section describes the Retirement Plan's procedures for (1) claims for all types of initial benefit claims other than claims for disability benefits (for example, claims for retirement benefits) and (2) administrative review (also called administrative appeals) of denials, or partial denials, of claims other than disability claims.

The Retirement Board ordinarily will reach a decision on a non-disability benefit claim within 90 days after it is received, although in some cases the decision may take up to an additional 90 days. You will be notified in writing if the decision time is extended beyond the initial 90-day period. If your claim for non-disability benefits is denied, in whole or in part, you will be provided a written notice of decision, stating –

- the specific reasons for the denial,
- the specific Retirement Plan provisions on which the denial is based,
- a description of additional information necessary to perfect your claim and an explanation of why such additional material is necessary, and
- an explanation of the Retirement Plan's appeal procedures for seeking review of denied or partially-denied claims, including your right to bring a civil action under ERISA if your claim is denied on review under the Retirement Plan's appeal procedures.

If the Retirement Board fails to notify you of its decision regarding your claim within the time periods described above, you can elect to treat that failure to respond as a deemed denial of your initial claim, which you may appeal to the Retirement Board.

If you receive a notice of decision that is adverse to you in whole or in part on your claim for non-disability benefits that you want reviewed under the Retirement Plan's appeal procedures, you must request administrative review in writing to the Retirement Board at the Plan Office within 60 days of receiving the notice of decision on your claim. You also can request administrative review of a deemed denial of your claim.

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During the appeal process, upon request and free of charge, you can have reasonable access to (and copies of) all documents, records, and other information relevant to your claim for benefits. You also can submit issues and comments in writing to the Retirement Board. The Retirement Board ordinarily will make a decision with respect to your request for review at its next meeting, or at its second meeting following receipt of your request for review if your request is received less than 30 days before the next meeting. However, if special circumstances exist, such as the need to obtain further clarifying information, the review may be delayed but will be made by no later than the third Retirement Board meeting following receipt of your request for review. The Retirement Board will notify you in writing of its decision on review. If the decision on review is adverse to you in whole or in part, the written notice will include –

- the specific reasons for the decision,
- references to the provisions of the Retirement Plan on which the adverse decision was based,
- a statement of your right, upon request and free of charge, to have access to and copies of all documents, records, and other information relevant to your claim, and
- a statement of your right to bring a civil action under ERISA following an adverse decision on review.

Limitation on Actions

You may not commence a legal action in a court on a benefit claim denial or partial denial more than 42 months from the date of the final decision on your claim. With respect to all other types of claims, you may not commence a legal action in a court after the earlier of –

- six years after the date of any omission, violation, or breach of any responsibility, duty, or obligation imposed by the Retirement Plan or applicable laws, or
- three years after the earliest date that you knew or should have known of any such omission, violation, or breach, except that, depending on the facts, certain exceptions may apply.

If you do file a legal action after these limitation periods have expired, the court may dismiss your claim.

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Your ERISA Rights

You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

ERISA Provides That All Plan Participants Are Entitled to:

Receive Information About Your Plan Benefits:

- Examine without charge at the Plan Office all official Retirement Plan documents, including the collective bargaining agreement, a copy of the latest annual report (Form 5500 Series) filed by the Retirement Board with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, and a copy of the updated summary plan description. You can get copies of these Retirement Plan documents if you ask in writing. The Plan Office may charge you a reasonable fee for copies of these documents, except for the summary plan description.
- Receive a summary of the Retirement Plan's annual financial report. The Retirement Board is required by law to give you a copy of this Summary Annual Report every year.
- Obtain by written request a statement of your benefits under the Retirement Plan once each year at no cost to you. This statement will show whether or not you are vested. If you are vested, the statement will show the benefit you will receive at your normal retirement date (age 55). If you are not vested, the statement will tell you how many more years you must work in the NFL to become vested. You must request this statement in writing, and it is required to be provided only once per year.
- Obtain by written request to the Plan Office a complete list of employers and employee organizations sponsoring the Retirement Plan. The list also is available for examination at the Plan Office. In addition, you may obtain by written request to the Plan Office information as to whether a particular employer or employee organization is a Retirement Plan sponsor and, if so, the sponsor's address.

Prudent Actions by Plan Fiduciaries:

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Retirement Plan. The Retirement Board members and certain others with responsibility for managing or operating the Retirement Plan, called "fiduciaries" of the Retirement Plan, have a duty to do their job prudently and in your interest and in the interest of all the other Retirement Plan participants and beneficiaries. No one – neither your employer, your union, nor any other person – may terminate your employment or in any way discriminate against you to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights:

If your claim for a retirement benefit is denied in whole or in part, you have the right to receive a written explanation of the reason for the denial. You have the right to have the Retirement Board review and reconsider your claim. And, under ERISA, there are steps you can take to exercise these rights.

For instance, if you ask for copies of the above materials from the Plan Office and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court may require the Retirement Board to provide the material. In addition, the court may impose a fine of up to \$110 a day on the Retirement Board, payable to you, unless you did not get the materials because of some reason beyond the control of the Retirement Board.

If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a suit in federal court. If the Retirement Plan fiduciaries misuse the Retirement Plan's money, or you are discriminated against for asserting your rights, you may seek assistance from the US Department of Labor. You may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the court decides in your favor, it may order the person you have sued to pay these court costs and legal fees. If you lose, the court may order you to pay these court costs and legal fees if, for example, it finds your claim is frivolous.

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Assistance with Your Questions:

If you have any questions about your Retirement Plan, you should contact the Retirement Board by writing or calling the Plan Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, US Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, US Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You also can obtain certain publications about your rights and responsibilities by calling the publications hotline of the Employee Benefits Security Administration.

PBGC Insurance

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's *Years of Service* multiplied by (1) 100% of the first \$132 of the annual benefit accrual rate and (2) 75% of the next \$396. The PBGC's maximum guarantee limit is \$429 per *Year of Service*. For example, the maximum annual guarantee for a retiree with 10 *Years of Service* would be \$4,290.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the plan becomes insolvent; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law;